

CHICAGO AND



TRANSPORTATION COMPANY

LAW DEPARTMENT

DIRECT DIAL NUMBER

(312) 559-6067

No. 5-002A014
JAN 2 1985
Date
Fee \$(D.O.D.).....

December 28, 1984

ICC Washington, D. C.

File No. A-8487

RECORDATION NO. 7023-D

JAN 2 1985 - 10 45 AM

INTERSTATE COMMERCE COMMISSION

Mr. James H. Bayne, Secretary
Interstate Commerce Commission
Washington, D.C. 20423

Re: Conditional Sale Agreement dated as of April 1, 1973 among Pullman Incorporated (Pullman-Standard Division) as Vendor, Bechtel Constructors, Incorporated as Vendee, and Chicago and North Western Transportation Company, as Guarantor and Agreement and Assignment dated as of April 1, 1973 between Pullman Incorporated (Pullman-Standard Division) and Mercantile Safe Deposit and Trust Company, as Agent assigned Recordation No. 7023 on May 8, 1973 and 7023-A on May 25, 1973 respectively.

Dear Mr. Bayne:

Pursuant to Section 11303 (formerly Section 20c) of the Interstate Commerce Act, enclosed for recordation are counterparts of Amendment dated as of December 20, 1984, to be filed as Finance Docket 7023-D, whereby the parties of the original agreement consent to the transfer of rights and obligations of certain parties as specified in the Amendment.

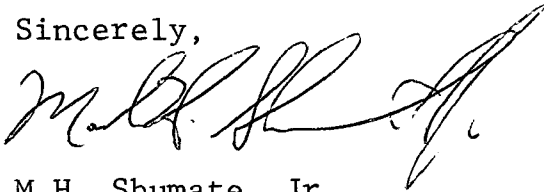
The names and addresses of the parties to the transaction are as follows:

1. Chicago and North Western Transportation Company,
One North Western Center, Chicago, IL 60606.
2. Sequoia Ventures, Inc., Fifty Beale Street, San
Francisco, CA 94105.

3. Bechtel Investments, Inc., Fifty Beale Street, San Francisco, CA 94105.
4. Bechtel Leasing Services, Inc., Fifty Beale Street, San Francisco, CA 94105.
5. Mercantile Safe Deposit and Trust Company, 200 Hopkins Plaza, Baltimore, MD 21201 as Agent.

Enclosed is our check for \$10.00 to cover your recordation fee. Please assign a sequential recordation number, retain one counterpart for your files, and return the remaining counterparts each showing recordation date.

Sincerely,



M.H. Shumate, Jr.
General Attorney

cc: R.D. Smith
J.M. Foote
J. Schramm

D.E. Stockham
R.R. DeWitt
R.F. Guenther

Mr. John Duff, Jr.
Chief Counsel
Bechtel Investments
P.O. Box 3965
San Francisco, CA 94119

Mr. R.E. Schrieber
Assistant Vice President
Mercantile Safe Deposit
& Trust Company
200 Hopkins Plaza
Baltimore, MD 21201

Mr. E. Whilby
Investment Officer
John Hancock Mutual Life
Insurance Company
Bond and Corporate Finance
Department
P.O. Box 11
Boston, MA 02117

Arthur Andersen & Co.
ATTN: Gary Holdren

Interstate Commerce Commission
Washington, D.C. 20423

1/2/85

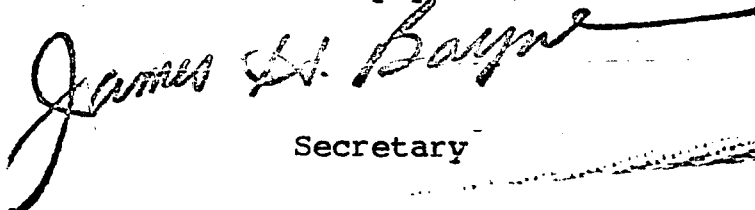
OFFICE OF THE SECRETARY

M.H. Shumate, Jr
General Attorney
Chicago & North Western Transp. Co.
One North Western Center
Chicago, Illinois 60606

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 1/2/85 at 10:45am and assigned re-recording number(s). 7023-D

Sincerely yours,


Secretary

Enclosure(s)

AMENDMENT

RECORDATION NO. 7023-19 Filed 1425

JAN 2 1985 -10 45 AM

INTERSTATE COMMERCE COMMISSION

AMENDMENT, dated as of December 20, 1984, to the Conditional Sale Agreement dated as of April 1, 1973, (the "Agreement"), among Pullman Incorporated (Pullman-Standard Division), a Delaware corporation ("Pullman"), Chicago and North Western Transportation Company, a Delaware corporation ("C&NW"), and Bechtel Constructors, Incorporated, a Nevada corporation ("BCI");

WHEREAS, pursuant to an Agreement and Assignment dated as of April 1, 1973 between Pullman and Mercantile Safe Deposit and Trust Company, acting as Agent under a Finance Agreement dated as of April 1, 1973 (the "Agent"), Pullman assigned to the Agent certain of its rights in the Agreement and in the Equipment (as defined therein);

WHEREAS, BCI, having amended its Certificate of Incorporation to change its name to Sequoia Leasing, Incorporated, was merged into Sequoia Ventures Inc., a Delaware corporation (formerly Bechtel Corporation and herein "Sequoia"), and Sequoia, pursuant to Amendment of the Agreement dated as of December 1, 1982, assumed all of the rights and obligations of BCI effective upon such merger;

WHEREAS, pursuant to Amendment of the Agreement dated as of December 15, 1983, Sequoia transferred its rights and obligations under the Agreement to Bechtel Investments, Inc., a Nevada corporation ("BII"), and BII assumed all of the rights and obligations of Sequoia under the Agreement; and

WHEREAS, BII desires to transfer its rights and obligations under the Agreement to Bechtel Leasing Services, Inc., a Delaware corporation ("BLSI"), and BLSI desires to assume all of the rights and obligations of BII under the Agreement;

NOW, THEREFORE, in consideration of their mutual promises, the parties hereto agree as follows:

1. The Agent and C&NW each consents as of December 20, 1984 to the transfer of the rights and obligations of BII to BLSI.
2. BLSI agrees to assume all the obligations of BII under the Agreement effective as of January 1, 1985, whereupon BII's obligations under the Agreement shall terminate.

3. C&NW agrees that it will cause this Amendment to be filed with the Interstate Commerce Commission pursuant to 49 U.S.C. §11303, and BLI agrees that it will, at its expense, cause this Amendment to be deposited with the Registrar General of Canada pursuant to Section 86 of the Railway Act of Canada.

4. Except as amended hereby, the Agreement remains in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed or caused this instrument to be executed all as of the date first above written.

Attest:

MERCANTILE SAFE DEPOSIT AND
TRUST COMPANY

[Signature]
CORPORATE TRUST OFFICER

By *[Signature]*
Its VICE PRESIDENT

Attest:

CHICAGO AND NORTH WESTERN
TRANSPORTATION COMPANY

Joan A. Schramm
ASSISTANT SECRETARY

By *[Signature]*
Its Vice President - Finance

Attest:

BECHTEL INVESTMENTS, INC.

Bary Louise Williams

By *[Signature]*
Its Managing Principal & Chief Financial Officer

Attest:

BECHTEL LEASING SERVICES, INC.

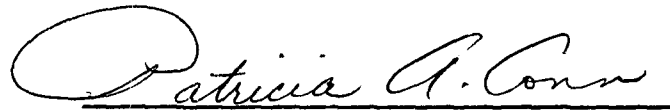
[Signature]

By *[Signature]*
Its Senior Vice President

STATE OF MARYLAND)
)
CITY OF BALTIMORE)

ss:

On this 31st day of December, 1984, before me personally appeared R. E. Schreiber, to me personally known, who, being by me duly sworn, says that he is a VICE PRESIDENT of MERCANTILE SAFE DEPOSIT & TRUST COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.


Notary Public

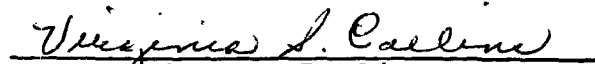
(Notarial Seal)

My Commission Expires: 7-1-86

STATE OF ILLINOIS)
)
COUNTY OF COOK)

ss:

On this 21st day of December, 1984, before me personally appeared T.A. Tingleff, to me personally known, who, being by me duly sworn, says that he is a Vice President of CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.


Notary Public

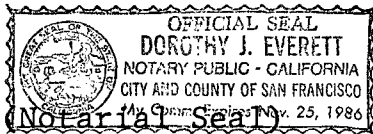
(Notarial Seal)

My Commission Expires:

May 4, 1987

STATE OF CALIFORNIA)
)
CITY AND COUNTY OF) ss.
SAN FRANCISCO

On this 27th day of December, 1984, before me personally appeared C. W. Snyder, to me personally known, who, being by me duly sworn, says that he is a Managing Principal of BECHTEL INVESTMENTS, INC., that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

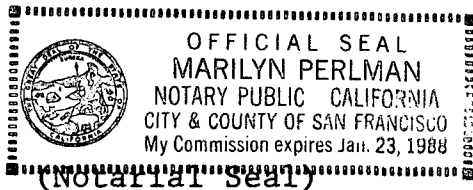


Dorothy J. Everett
Notary Public

My Commission Expires:
November 25, 1986

STATE OF CALIFORNIA)
)
CITY AND COUNTY OF) ss.
SAN FRANCISCO

On this 28th day of December, 1984, before me personally appeared Cordell W. Hull, to me personally known, who, being by me duly sworn, says that he is a Sr. Vice President of BECHTEL LEASING SERVICES, INC., that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



Marilyn Perlman
Notary Public

My Commission Expires:
January 23, 1988